

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re: :  
WANG, HAO ZHE, : Docket # 1:19-cv-09506-  
 : JMF-RWL  
 :  
Plaintiff, :  
 :  
- against - :  
 :  
VERIZON COMMUNICATIONS INC., et al., : New York, New York  
 : November 23, 2021  
Defendant. :  
 : REMOTE SETTLEMENT  
----- : CONFERENCE

PROCEEDINGS BEFORE  
THE HONORABLE ROBERT W. LEHRBURGER,  
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

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E X A M I N A T I O N S

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Re- Direct</u>	<u>Re- Cross</u>
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None

E X H I B I T S

<u>Exhibit Number</u>	<u>Description</u>	<u>ID</u>	<u>In</u>	<u>Voir Dire</u>
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HONORABLE ROBERT W. LEHRBURGER (THE COURT): This is Judge Lehrburger in Wang -- Wong versus Verizon Communications, 19-cv-9506, in a settlement conference. I'm happy to report that the parties have reached -- that is, the parties being ERC and plaintiff, have reached agreement on the terms to resolve this litigation.

And just before I address that, let me just, since we're on recording, have the parties identify themselves. Plaintiff, can you identify yourself, please?

MR. HAO ZHE WANG: Hao Zhe Wang, plaintiff.

THE COURT: Okay, and for the defense?

MR. SCOTT S. GALLAGHER: Scott Gallagher and ERC's director of legal, Richard Randolph.

THE COURT: Okay. Great. So, again, as I said, through the hard work and good faith of everybody involved, the parties have reached agreement on terms. I'm going to recite those terms and ask if there's any clarification; and if not -- or after that, confirming that everyone is agreeing to these terms.

So the terms are as follows. In entering this settlement agreement, the plaintiff does not waive any rights or claims he has as against Verizon entities, and he expressly reserves all rights and claims with respect to the Verizon entities.

Defendant ERC agrees to preserve documents, which I'm going to identify in a minute, until plaintiff's case against Verizon is finally determined through all appeals. Even though ER is agreeing to preserve those documents, they reserve all rights with respect to objections, confidentiality, etc., they are only agreeing to the preservation aspect. The specific documents that are going to be preserved are ones from plaintiff's document request dated November 12, 2021, filed in this case and the specific numbers and with the specific qualifications as follows: number 2; number 4; number 5; number 6, but not communications with counsel; 7; 8 as to contracts, agreements, etc., regarding collection that were in effect or governed as of 2017 forward; number 9 for the period 2017 forward; number 11 for the period 2017 forward. Those are the requests for which ERC will preserve.

In the event that ERC agrees or is required to produce documents to plaintiff in the litigation against Verizon, ERC will absorb the costs of production and not seek to impose them on the plaintiff, provided the plaintiff accepts production electronically, which he is agreeing to do.

Within 30 days of a signed written form of agreement for the settlement, ERC will pay plaintiff

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\$1,000. Plaintiff fully releases ERC from any and all claims that he has as against ERC regarding the account at issue or related to plaintiff. And the parties agree that the terms will be preserved as confidential; although if asked, each side can say they've resolved it to their satisfaction.

Mr. Wang, are those the terms, or do you have any clarification?

MR. WANG: Those are the terms. I accept.

THE COURT: All right. And, Mr. Gallagher, are those the terms, as you understand them?

MR. GALLAGHER: Yes, your Honor.

THE COURT: All right. So I know you said it, Mr. Wang, but I'm just going to ask you: Does plaintiff agree to these terms?

MR. WANG: Yes.

THE COURT: And does the defendant agree to these terms?

MR. GALLAGHER: Yes.

THE COURT: All right, terrific.

So, Mr. Gallagher, I understand that you will take charge of the written form of agreement. How long do you think it will take, approximately, to get something to Mr. Wang?

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MR. GALLAGHER: Due to the Thanksgiving holiday, I believe if we could have until next Friday -- that would be what, December 3rd, I believe -- is that acceptable?

THE COURT: That makes sense to the Court. So why don't we say you'll aim for that.

So, Mr. Wang, they will, Mr. Gallagher will send over to you a written draft agreement reflecting these terms. Obviously, if you think there are things that need correction or you have a different view on, you'll discuss it with him. Hopefully, it will be smooth sailing. If for any reason it's not, I'll be here and available to the parties, should they need me.

I am going to inform the district judge that the parties have reached agreement on terms. He will probably issue a 30-day dismissal order which says that the case is dismissed without prejudice to putting it back on the calendar if the parties request -- either party requests to do so before the 30 days are up, the idea being that if you don't get the written agreement executed within those 30 days, then the case can be put back on the calendar to allow that to happen. It's just that, as you will see in the order that Judge Furman issues, you just need to make sure to make that request before the 30 days are up.

All right, that's it. Any questions, Mr. Wang?

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MR. WANG: Just one question about, so the clock for -- the 30-day clock for appealing Judge Furman's dismissal against Verizon, does that run from the official dismissal, or run from dismissal -- does the 30 mean -- 30-day notice, does it run from now or does it run from --

THE COURT: I don't want to answer that --

MR. WANG: Oh, okay.

THE COURT: -- question -- wait, no, hold on -- because I don't want to say with certainty, and I'm not here to give legal advice. But what I can say is that it is always better to err on the side of sooner rather than later. And so if he's dismissing it without prejudice to being put back on, that's still a final order. And so I would think it would if he's dismissing the case in its entirety and he's already dismissed Verizon, if he's dismissing ERC, then that really should be the end of it. So I would think that would trigger your 30-day period.

MR. WANG: Understand.

THE COURT: All right. So with that, thank you, all. And I wish you a Happy Thanksgiving and Happy Holidays. And we are adjourned. Thank you.

(Whereupon, the matter is adjourned.)

C E R T I F I C A T E

I, Carole Ludwig, certify that the foregoing transcript of proceedings in the case of Wang v. Verizon Communications Inc. et al, Docket No. 19-cv-09506-JMF-RWL, was prepared using digital transcription software and is a true and accurate record of the proceedings.

Signature Carole Ludwig

Carole Ludwig

Date: January 6, 2022